

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1	
838878 PHELAN HALLINAN DIAMOND & JONES, PC 1617 JFK Boulevard, Suite 1400 Philadelphia, PA 19103 856-813-5500 Attorneys for CALIBER HOME LOANS, INC.	
In Re:	Case No.: 19-27085 - MBK
TEMEKO R. FOSTER D/B/A WOW YOUR IDEAS MICHELLE R. FOSTER	Chapter: 13
Debtors	Judge: MICHAEL B KAPLAN

NOTICE OF MORTGAGE FORBEARANCE

The undersigned is the Attorney for Creditor CALIBER HOME LOANS, INC. in this matter. On or about June 29, 2020, the Creditor sent Debtors' counsel a Letter (see attached) advising that the mortgage loan ending in 4778 ("subject mortgage loan"), secured by real property described as 400 MAPLE GROVE BOULEVARD, LUMBERTON, NJ 08048, was impacted by COVID-19. Pursuant to State and/or Federal guidelines a forbearance was offered, the terms of which are as follows:

1. The parties agree to a forbearance period of six (6) months and Debtors have elected to not tender mortgage payments to Creditor that would come due on the subject mortgage loan starting June 1, 2020 through November 30, 2020 (see attached Letter).
2. Debtors will resume mortgage payments beginning December 1, 2020 and will be required to cure the delinquency created by the forbearance period ("forbearance arrears").
3. The payment amount currently is \$3,015.28.
4. The Creditor, at this time, does not waive any rights to collect the payments that come due during the forbearance period or any payments that were due and owing prior to the forbearance period. Creditor does not waive its rights under the terms of the note and mortgage or

under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect on any post-petition escrow shortage.

5. The Creditor does not waive its rights to seek relief from the automatic stay for reasons other than non-payment of the mortgage, including, but not limited to, a lapse in insurance coverage or payment of property taxes.

6. The Debtors do not waive any rights upon expiration of the forbearance period. Prior to the expiration of the forbearance period, the Debtors must take the following affirmative steps to address the status of the subject mortgage loan including, but not limited to: (a) bringing the account post-petition current; (b) requesting extension of the forbearance period; (c) applying for loss mitigation; and/or (d) amending the Chapter 13 Plan.

7. Any objection to this Notice must be filed and served not later than 14 days after the filing of the Notice. The Court may conduct a hearing on the objection.

This Notice is intended to disclose a temporary forbearance of the Debtors' obligation to remit post-petition payments for the forbearance period. Nothing within this Notice should be construed to alter any rights, duties, or deadlines that are not related to the remittance of post-petition mortgage payments.

Dated: July 9, 2020

/s/ Robert J. Davidow
Robert J. Davidow, Esq.
Phelan Hallinan Diamond & Jones, PC
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Philadelphia, PA 19103
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CERTIFICATION OF SERVICE

TEMEKO R. FOSTER LEE MARTIN PERLMAN, Esquire
400 MAPLE GROVE BOULEVARD 1926 GREENTREE ROAD
LUMBERTON, NJ 08048 SUITE 100
VIA REGULAR MAIL CHERRY HILL, NJ 08003
(Debtor) (Attorney for Debtors)

MICHELLE R. FOSTER Albert Russo, Trustee
400 MAPLE GROVE BOULEVARD Standing Chapter 13 Trustee, CN4853
LUMBERTON, NJ 08048 Trenton, NJ 08650-4853
VIA REGULAR MAIL (Chapter 13 Trustee)

U.S. Trustee
US Dept of Justice
Office of the US Trustee
One Newark Center Ste 2100
Newark, NJ 07102

I, Jason Seidman, Legal Assistant for the law firm of Phelan Hallinan Diamond & Jones, PC, hereby certify that on July 9, 2020, I did serve a copy of the proposed to each of the above captioned parties by e-filing and regular mail.

/s/ Jason Seidman

Exhibit “A”



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Dallas, TX 75261-9063

[REDACTED]

TEMEKO FOSTER
MICHELLE FOSTER
C/O LEE MARTIN PERLMAN
1926 GREENTREE RD STE 100
CHERRY HILL NJ 08003-1100

June 29, 2020

Caliber Account Number: [REDACTED]
Property Address: 400 MAPLE GROVE BOULEVARD
LUMBERTON NJ 08048-0000

Dear TEMEKO FOSTER and MICHELLE FOSTER,

Thank you for contacting Caliber Home Loans, Inc. ("Caliber") about your mortgage. Based on your stated COVID-19 hardship and request for assistance, you have been approved for a Forbearance Plan ("**Forbearance Plan**").

What is a Forbearance?

A Forbearance is a temporary suspension of your mortgage payments intended to allow you the time and flexibility to manage the financial challenges affecting your ability to pay your mortgage. The term of this **Forbearance Plan**, and any additional **Forbearance Plan(s)** or extensions, is called the **Forbearance Period**. Borrowers with a loan subject to the CARES Act may obtain a **Forbearance Period** of up to 180 days upon request, with an extension of up to an additional 180 days if needed.

Important: The terms of this Forbearance Plan, and any additional Forbearance Plan(s), do not include forgiveness of any amounts. The total amount of payments suspended during the Forbearance Period will become due and payable at the end of the Forbearance Period, and you will be required to either repay the suspended payments in full or make other arrangements for how you will repay the suspended payments, such as qualifying for a loan modification or another assistance option, otherwise known as **Loss Mitigation**.

What should you do before the end of your Forbearance Plan?

If your financial hardship continues at the end of this **Forbearance Plan** and you are unable to resume your normal monthly payments, contact Caliber for assistance. Caliber may be able to provide you, at your request, additional **Forbearance Plan(s)** in three-month increments, up to a total of twelve months from the starting date of this **Forbearance Plan**, or help you with other assistance options.

Please note: This **Forbearance Plan** was offered to you and on the basis of our evaluation of an incomplete Loss Mitigation application. If you cannot pay the amounts due at the end of the **Forbearance Period** and require additional Loss Mitigation assistance, such as a loan modification, it is possible in some cases that interest rates will increase and the term of your loan may be extended. Note that changes in circumstances may impact your eligibility for a modification or other assistance options. The investor on your loan may require documentation if you seek additional assistance. Please work with us on your next steps to ensure you are aware of any documentation requirements that may be necessary to complete your Loss Mitigation application and be considered for other available Loss Mitigation options.

Forbearance Plan Terms

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- 1. Temporary Suspension of Payments** - This Forbearance Plan will suspend your monthly mortgage payment(s) for 06 month(s), beginning with the June 01, 2020 payment, and going through the November 01, 2020 payment. During this time, you are not required to make any mortgage payments. All suspended payments will be due on December 01, 2020.

By entering into this Forbearance Plan, Caliber will cancel any automatic clearing house, or ACH, that you have set up for your mortgage account. You may re-establish regular ACH payments on your account at the end of the Forbearance Period and the loan is brought current.

- 2. Forbearance Period / Past Due Amounts** - The terms of this Forbearance Plan do not include forgiveness of any amounts. The total amount of payments suspended by this and any subsequent Forbearance Plan(s) are immediately due and payable at the end of the Forbearance Period. Any outstanding delinquent amounts on your account that existed prior to the Forbearance Period will remain due. You must make arrangements on how you will be able to repay the suspended payments and other delinquent amounts by the end of the Forbearance Period such as qualifying for a loan modification or another Loss Mitigation option.

- 3. Taxes and Insurance** - If Caliber pays your taxes and/or insurance through an escrow account, the escrow portion of your regular payments that would ordinarily become due during the Forbearance Period will continue to become due.

If you choose not to make escrow payments during the Forbearance Period, Caliber will adjust any escrow shortage at the time of your next annual escrow analysis. Your loan will not become contractually delinquent solely due to your election not to pay the escrow portion of your regular payments during the Forbearance Period.

- 4. Credit Reporting** - As a result of not making any payments during the Forbearance Period, you will become delinquent on your mortgage and your credit score may be impacted. For customers who were current on their payments before entering this Forbearance Plan, Caliber will report you as "Current" to the credit reporting agencies during the Forbearance Period. For customers who were delinquent on their payments before entering this Forbearance Plan, Caliber will not be reporting the delinquency status or the entry into a Forbearance Plan to credit reporting agencies during the term of the Forbearance Period. CREDIT SCORING COMPANIES MAY CONSIDER WHETHER THERE IS AN INCREASED CREDIT RISK DUE TO THE LACK OF REPORTING. CALIBER IS UNCERTAIN AS TO THE IMPACT ON YOUR CREDIT SCORE, PARTICULARLY IF YOU ARE CURRENT ON YOUR MORTGAGE. FAILURE TO REINSTATE YOUR ACCOUNT UPON COMPLETION OF THE FORBEARANCE PLAN MAY RESULT IN ADVERSE CREDIT REPORTING.

- 5. Delinquency Notices** - During the Forbearance Period, you may receive delinquency notices required under the terms of your loan and applicable law, and Loss Mitigation assistance correspondence and applications. These notices will not affect the terms of your Forbearance Plan(s).

- 6. Foreclosure** - We will not refer your loan to foreclosure or proceed to foreclosure sale during the Forbearance Period. Any pending foreclosure action or proceeding that has been suspended may be resumed if you fail to comply with the terms of the Forbearance Plan.

- 7. Forbearance Plan Offer** - This Forbearance Plan offer is contingent on you having provided accurate and complete information. We reserve the right to revoke this offer or terminate the plan following your acceptance if we learn of information that would make you ineligible for the Forbearance Plan.

- 8. Payments During Forbearance Plan** - You agree that, in the event you make any payments during the Forbearance Plan, we will hold those payments in an account until sufficient funds are in the account to pay your oldest delinquent monthly payment. You also agree that we will not owe you interest on the amounts held in the account. If any money is left in this account at the end of the Forbearance Plan, it will be applied to reduce the unpaid amounts of your mortgage loan in accordance with the terms of the mortgage and applicable law.

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Our acceptance and posting of any payment you make during the Forbearance Plan will not be deemed a waiver of the acceleration of our loan and related activities, including the right to resume or continue foreclosure if you fail to comply with the terms of the plan, and shall not constitute a cure of your mortgage default unless such payments are sufficient to completely cure the default.

Please be aware that your ability to make payments online at www.caliberhomeloans.com and through the mobile app may be limited during the Forbearance Period.

9. Loan Documents - Your current loan documents remain in effect. You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms. Nothing in the Forbearance Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

We need to remain in contact during the Forbearance Period and we will make periodic calls to you as permitted by law or required by the investor of your loan. It is also important for you to be in contact with us during the plan so we may understand how we can assist you with resolving the unpaid amounts due on the loan during the Forbearance Period. If your financial situation changes during the term of your Forbearance Plan(s), please contact us immediately to reassess your situation and discuss potential alternatives.

If you have any questions about this request, please contact our dedicated team of professionals that are ready to assist you with any questions or concerns you may have about this request. We can be reached at (800) 401-6587, Monday - Thursday, between the hours of 8:00 a.m. and 8:00 p.m., and Friday between the hours of 8:00 a.m. and 7:00 p.m. Central Time. We look forward to assisting you.

Sincerely,

karen shields

Karen Shields, Senior Vice President
Default Servicing

Notices of Error, Credit Disputes, Requests for Information, or Qualified Written Requests must be sent to: P.O. Box 270415, Oklahoma City, OK 73137. Please include your specific concern or question and account number.

THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Notice to Consumers presently in Bankruptcy or who have a Bankruptcy Discharge: If you are a debtor presently subject to a proceeding in Bankruptcy Court, or if you have previously been discharged from this debt by a Federal Bankruptcy Court, this communication is not an attempt to collect a debt but is sent for informational purposes only or to satisfy certain Federal or State legal obligations.